

Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
MAC T7408-01V
4101 Wiseman Blvd
Bldg.108, Floor 1
San Antonio, TX 78251
Attn: Loan Documentation

MODIFICATION OF LEASEHOLD DEED OF TRUST AND
ASSIGNMENT OF RENTS AND LEASES

Grantor (Grantor): JANICKI INDUSTRIES, INC.
Grantee (Beneficiary): WELLS FARGO BANK, NATIONAL ASSOCIATION
Grantee (Trustee): WELLS FARGO NATIONAL BANK WEST
Reference No. of Deed of Trust: 202003250118

620051711
Chicago

THIS MODIFICATION (this "Modification") is entered into as of September 14, 2022, by and between JANICKI INDUSTRIES, INC. ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Beneficiary").

RECITALS

This Modification is entered into upon the basis of the following facts and understandings of the parties:

A. This Modification pertains to that certain Leasehold Deed of Trust and Assignment of Rents and Leases dated as of March 25, 2020, executed by Janicki Industries, Inc., as grantor, to WELLS FARGO NATIONAL BANK WEST, as Trustee, in favor of Beneficiary, and recorded on March 25, 2020, under Recording No. 202003250118 of the office of the Auditor of Skagit County, Washington, as modified ("Deed of Trust").

B. Certain additional obligations have been or are to be incurred which are to be secured by the Deed of Trust, and Grantor and Beneficiary have agreed to modify the Deed of Trust to reflect said additional obligations as secured thereby.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 2.1(a) of the Deed of Trust is hereby amended in its entirety to read as follows:

(a) payment to Beneficiary of all sums at any time owing and performance of all other obligations arising under or in connection with that certain amended and restated promissory note ("Note") dated as of September 14, 2022, in the maximum principal amount of Thirty Seven Million Five Hundred Thousand and No/100 Dollars (\$37,500,000.00), with interest as provided therein, executed by PUNKIN CENTER WEST, LLC and payable to Beneficiary or its order, together with the payment and performance of any other indebtedness or obligations incurred in connection with the credit accommodation evidenced by the Note, whether or not specifically referenced therein; and

2. The real property and the whole thereof described in the Deed of Trust shall remain subject to the lien, charge or encumbrance of the Deed of Trust and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Deed of Trust, or the priority thereof over other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of said promissory notes and/or the Deed of Trust.

3. All terms and conditions of the Deed of Trust not expressly modified herein remain in full force and effect, without waiver or amendment. This Modification and the Deed of Trust shall be read together, as one document.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

BENEFICIARY:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: 
Name: Lachlan Regg
Title: Senior Vice President

GRANTOR:

JANICKI INDUSTRIES, INC.

By: _____
Name: John P. Janicki
Title: President

[SIGNATURE PAGE TO MODIFICATION TO LEASEHOLD DEED OF TRUST]

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

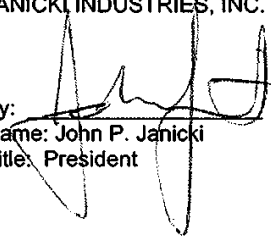
BENEFICIARY:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: _____
Name: Lachlan Pegg
Title: Senior Vice President

GRANTOR:

JANICKI INDUSTRIES, INC.

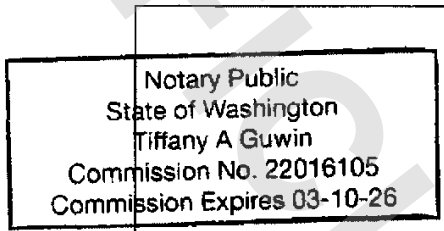
By: 
Name: John P. Janicki
Title: President


[SIGNATURE PAGE TO MODIFICATION TO LEASEHOLD DEED OF TRUST]

STATE OF WASHINGTON)
COUNTY OF Snohomish) ss.

On this 19 day of September, 2022, before me personally appeared John P. Janicki, to me known to be the President of JANICKI INDUSTRIES, INC., that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.




(Signature of officer)
Notary Public in and for the State of
Washington, residing at Sedro Woolley
My commission expires: 03/10/2026

(Use this space for notarial stamp/seal)

[SIGNATURE PAGE TO MODIFICATION TO LEASEHOLD DEED OF TRUST]